LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT NOTICE OF SOLICITATION OF BID

#19-005 – LANDSCAPE SERVICES

LAWN AND LANDSCAPE MAINTENANCE SERVICES

BID OPENING DATE: OCTOBER 4, 2019 AT 11:00 A.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Loxahatchee River Environmental Control District (LRECD) Purchasing Agent hazel.figueroa@lrecd.org.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM, TWO COPIES, AND AN ELECTRONIC COPY. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Notice of a decision or intended decision will be posted to the LRECD's web page (https://loxahatcheeriver.org/governance/purchasing-bids/). Protests must follow the LRECD's Bid/RFP Protest Provision, which may be found in the LRECD's Procurement Policy section 2.03.10. The LRECD's Procurement **Policy** mav be downloaded from the **LRECD** web page (https://loxahatcheeriver.org/governance/purchasing-bids/).

CAUTION

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at https://loxahatcheeriver.org/governance/purchasing-bids/. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids. All questions concerning this bid must be received by Wednesday, September 25, 2019. All addendum will be complete and posted on our website by 5:00 P.M. EST, Friday, September 27, 2019. The Loxahatchee River Environmental Control District shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website, DemandStar, or obtained directly from the Purchasing Department.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT (LRECD) INVITATION TO BID

BID NO: #19-005 – LANDSCAPE SERVICES

BID TITLE: Lawn and Landscape Maintenance Services

PURCHASING DEPARTMENT CONTACT: Hazel Figueroa, Purchasing Agent

EMAIL ADDRESS: hazel.figueroa@lrecd.org

All bid responses must be received on or before October 4, 2019, prior to 11:00 A.M., Palm Beach County local time, at which time all bids shall be publicly opened and read. It is anticipated that the bid will be awarded at the regularly scheduled Governing Board meeting on Thursday, October 17, 2019.

SUBMIT BID TO: Purchasing Department, Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964.

The outside of your package must be clearly labeled with the title (ITB #19-005 – LANDSCAPE SERVICES) and the opening date and time (October 4, 2019, 11:00 A.M.). If a Bid package is sent via USPS EXPRESS MAIL, it may not be received in time. Receipt by the Post Office prior to the deadline does not meet the LRECD's deadline requirements.

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: The District is seeking bids from qualified bidders to provide lawn and landscape maintenance services in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

PRE-BID CONFERENCE AND SITE VISIT: There will be a mandatory pre-bid conference and site visit scheduled for Friday, September 20, 2019 at 11:00 A.M., Operations Building Conference Room, 2500 Jupiter Park Drive, Jupiter, FL 33458. It will be the sole responsibility of the Bidder to inspect the LRECD's facilities prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the LRECD and the successful bidder. Changes to this Invitation to Bid may be made only by written amendment issued by the LRECD's Purchasing Agent. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing with sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any LRECD agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the LRECD.

The obligations of the LRECD under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local pollution, highway, and safety regulations. Bidder certifies that all materials, equipment, processes, or other items supplied in response to this bid shall comply with all relevant Federal and State requirements. Any costs to maintain such compliance shall be borne by the bidder. In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and LRECD for any terms and conditions not specifically stated in the Invitation to Bid.

- b. DISCRIMINATION PROHIBITED: The LRECD is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the LRECD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the LRECD shall be that of an Independent Contractor and not as employees or agents of the LRECD.

- d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires LRECD to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- e. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with LRECD may result in permanent debarment.
 - No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with LRECD.
- f. LOBBYING: After the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the bid/RFP or renegotiations with any LRECD officer, agent, Board member, or employee other than the Purchasing Agent or his/her designee. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Agent. A vendor who violates this provision may be subject to one or more of the following sanctions:

 (A) Written warning and reprimand; (B) Termination of contract; and (C) Debarment or suspension.
- g. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of LRECD. Further, all bidders shall disclose the name of any LRECD employee or relative of a LRECD employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- h. SUCCESSORS AND ASSIGNS: The LRECD and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the LRECD nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the LRECD, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- j. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid is considered a public document in accordance with F.S. 119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to F.S. 119.07.
- k. INCORPORATION, PRECEDENCE, JURISDICTION: This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- LEGAL EXPENSES: The LRECD shall not be liable to a bidder for any legal fees, court costs, or
 other legal expenses arising from the interpretation or enforcement of this contract, or from any
 other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. SUBMISSION OF RESPONSES: All bid responses must be submitted on the provided Invitation to Bid "Bid Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink and must be signed in ink by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.
 - Bid responses are to be submitted to the LRECD Purchasing Department no later than the time indicated on the solicitation preamble and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to LRECD. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. DRUG FREE WORKPLACE CERTIFICATION: In compliance with F.S. 287.087 attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by LRECD.
- d. CONDITIONED OFFERS: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the

terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

e. PRICING:

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
- (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two decimal points, LRECD reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail, and the bidder's total offer shall be corrected accordingly. BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- f. SUBMITTING NO BID or NO CHARGE: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- g. ACCEPTANCE/REJECTION OF BIDS: LRECD reserves the right to accept or to reject any or all bids. LRECD also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
 - LRECD reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the LRECD, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and

- significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Agent, citing the basis for the determination.
- h. NON-EXCLUSIVE: The LRECD reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of F.S. 287.042 provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, LRECD reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- i. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: LRECD encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- j. PERFORMANCE DURING EMERGENCY: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, LRECD shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to LRECD during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24- hour phone number to the LRECD in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute default of contract and make the bidder subject to sanctions from doing further business with the LRECD.
- k. SALES PROMOTIONS / PRICE REDUCTIONS: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the LRECD the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to LRECD.

4. BID OPENING/AWARD OF BID

- a. OBSERVING THE PUBLISHED BID OPENING TIME: The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.
- b. POSTING OF AWARD RECOMMENDATION: Notice of all District decisions or intended decisions shall be made by electronic posting on the District's Purchasing web page (e.g., https://loxahatcheeriver.org/governance/purchasing-bids/).
- c. PROTEST PROCEDURE: Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest shall be filed within ten (10) business days after the protesting ITB#19-005-Landscape Services Page | 7

party files the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of this Protest Provision. LRECD's complete protest procedures are provided in the LRECD Procurement Policy, see https://loxahatcheeriver.org/governance/purchasing-bids/.

5. CONTRACT ADMINISTRATION

- a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the LRECD. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the LRECD reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.
 - Delivered items shall not be considered "accepted" until an authorized agent for LRECD has, by inspection or test of such items, determined that they appear to fully comply with specifications. The LRECD may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the LRECD's specifications or performance standards.
- b. FEDERAL AND STATE TAX: LRECD is exempt from Federal and State taxes. The Purchasing Agent shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LRECD, nor are successful bidders authorized to use the LRECD's Tax Exemption Number in securing such materials.
- c. PAYMENT: Payment shall be made by the LRECD after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. CHANGES: The LRECD Purchasing Agent may make minor changes to the contract terms by written notification to the successful bidder. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.
- e. DEFAULT: The LRECD may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the LRECD terminates this contract in whole or in part because of default of the successful bidder, the LRECD may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. TERMINATION FOR CONVENIENCE: The Purchasing Agent may, whenever the interests of the LRECD so require, terminate the contract, in whole or in part, for the convenience of the LRECD. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.
 - Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.
- g. ACCESS AND AUDITS: The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The LRECD shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.
- h. EFFECTIVE: The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the LRECD when written Notice to Proceed has been given by the LRECD through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- DOCUMENT: The Contract shall be comprised of the documents listed in the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the LRECD. The Contract will bind the LRECD, and the Vendor and their partners, successors, assigns, and legal representatives.

SPECIAL CONDITIONS

1. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

2. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the LRECD sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the LRECD (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. Information submitted with a previous bid shall not satisfy this provision.

- 1) List a minimum of five (5) references in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, e-mail addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the LRECD may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.
- 2) Submit copies of all violations issued by all regulatory agencies within the past two (2) years with the outcome of the violation, if applicable.

3. AWARD

LRECD shall award this bid to the responsive, responsible bidder that provides the best value to the LRECD. Best value will be based upon cost, past performance, equipment quality, and demonstrated ability to meet lawn and landscape maintenance service requests in a timely manner. Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the District.

The LRECD reserves the right to reject bids which would result in an award which is financially disadvantageous to the LRECD. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot

will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

4. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months, with three possible 1-year extensions.

5. TIME FOR COMPLETION/DELIVERY

If successful bidder fails or refuses to perform the service specified and in the specified time frame, the successful bidder does hereby agree to pay LRECD the sum required to pay for this service through another vendor, or rental fees for equipment required to complete this service by LRECD personnel.

6. RENEWAL OPTION WITH ESCALATOR

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Prices shall remain firm for the initial twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the three (3) twelve (12) month option periods, and at the bidder's request the LRECD will consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)), not to exceed five percent (5%).

The yearly increase or decrease in the CPI shall be the published index for June, prior to the end of the contract term then in effect, as compared to the index for the comparable month, one year prior. For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the LRECD Governing Board.

7. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of LRECD, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and ensure compliance with all applicable local, State, and Federal safety regulations. Additionally, successful bidder shall provide for the prompt removal of all damaged equipment (i.e., trailers) from LRECD property. LRECD may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

8. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to LRECD, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the LRECD prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. This coverage shall be endorsed to include Loxahatchee River Environmental Control LRECD as an Additional Insured.

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self- insured retention or deductible in excess of \$100,000, the LRECD reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured".

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with F.S. 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the LRECD via the Insurance Company/Agent within a time frame specified by the LRECD (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to LRECD prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the LRECD with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by LRECD as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to LRECD on a primary basis.

9. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The District may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Satisfactory Meets requirements

Unsatisfactory Does not meet requirements

The report shall also list discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contactor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

10. **DELETION OR MODIFICATION OF SERVICES**

The District reserves the right to delete or make modifications to any portion of the Contract at any time without cause, and if such right is exercised by the District, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. GENERAL INFORMATION

The District is seeking qualified Contractors to provide lawn and landscape maintenance services at the LRECD's Wastewater Treatment Facility, River Center, and at various lift stations throughout the service area.

The Contractor shall furnish all labor, material, equipment and other services necessary for the complete maintenance of all the lawn and landscaped areas at all of the LRECD's facilities as described within the Invitation to Bid. Lawn and/or Landscape areas are defined as all lawn areas, vegetated areas, trees, shrubs, header boards, concrete sidewalks, retaining walls, mowing strips, mulched areas, ground cover, flower beds, lake banks, berms, swales, and paved areas as presently exist. Lawn/Landscape area will also include any curb, driveways, gutters, and sidewalks.

2. MINIMUM SPECIFICATIONS

a. Workmanship, Quality, and Appearance Level

- 1. It is the intention of the District to require the highest level of quality in landscape maintenance consistent with standard practices. The Contractor is expected to assume responsibility for diligently maintaining the landscaped areas with a minimal amount of oversight and direction by LRECD staff. It is also expected that the Contractor, their supervisors, and crew leaders will be proactive in identifying and recommending needed repairs and improvements to existing irrigation systems, drainage, and landscaping within the maintained areas, and communicating these recommendations to the designated District contact. At minimum, the Contractor is always expected to maintain a satisfactory appearance of the District's vegetative landscapes. Additionally, the Contractor is encouraged to suggest improvements to the District's vegetative landscapes, but must obtain prior approval before the District incurs additional costs or fees.
- 2. The Contractor shall insure that all work under this agreement is continually supervised by Contractor employed supervisory personnel who are fluent in conversational English language, speech, and comprehension, who are technically qualified, and possesses a level of technical and management skills required to implement modern methods and approved horticulture procedures.
- 3. The Contractor shall insure that fully qualified, experienced personnel, directly employed by the Contractor, perform all work under this agreement.
- 4. The Contractor shall be responsible for the skills, methods, appearance, and action of Contractor's employees and for all work done. The Contractor shall instruct all Contractor's employees that they are not required to respond to questions, suggestions, or instruction from District employees other than the Supervisors for their respective areas of responsibilities, hereafter referred to as Supervisor or Supervisor's designated representative. However, a spirit of mutual cooperation is encouraged.
- 5. The Contractor shall perform the work provided for in this agreement under the direction of the said Supervisor's designated representative. Supervisor or said Supervisor's designated representative may make inspections at any time and may demand that the Contractor perform all work within the scope of this agreement. The Contractor shall

- cooperate with any representative designated by the Supervisor to enable said Supervisor to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.
- 6. The Contractor shall replace in kind and at Contractor's own expense, any lawn, ground cover, trees, shrubs, or irrigation system components requiring replacement through Contractor's negligence. The District must approve all substitutions.

b. Work Not Included

- 1. The Contractor shall not be responsible for structural maintenance, repair, or replacement of the following:
 - a. Parking areas, driveways, roads, buildings, walks, and related structures except in instances of damage to these structures by negligent actions on the part of the Contractor in which case the Contractor will be responsible for the complete repair/replacement of the damaged area(s) to "as new" condition as determined by the District.
 - b. Losses/damages beyond Contractor's control except that appropriate maintenance, repair, or replacement of such losses or damage made by the Contractor after receipt of approval and authorization from appropriate District representatives.
- 2. Fertilizing is not a part of this contract and fertilizers are not to be used.

c. Materials

- 1. The Contractor shall submit, to the District, a list of all materials that the Contractor proposes to use in the performance of this work. The list must include a MSDS for each material. Said list must be submitted before the use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the Contractor shall be submitted prior to use of the products.
- 2. The following shall apply to the material indicated:
 - a. Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer's original container, or appropriate and properly labeled secondary container.
 - b. Tree stakes, tree ties, and guy wires shall be of materials matching those existing on a work site, or as specified by the District.
 - c. Lawn seed for reseeding shall be a certified mixture to match existing grasses.

d. Lawn Care

The Contractor shall maintain all lawn areas on the sites covered by this agreement in a healthy, vigorous, growing condition by performing the following operations and other work incidental thereto:

1. Mowing – Lawn areas shall be mowed according to the specifications outlined in this bid to maintain a healthy and aesthetically appealing appearance. The Contractor shall remove

all paper, rubbish, twigs, limbs, branches or debris from each lawn area prior to mowing. Mowing shall be done only by clean and properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass will not be permitted. Grass must be mowed to a uniform height, which will be determined for each site. "Scalping" will not be permitted.

- 2. Trimming All lawn area edges along curbs and walks shall be trimmed after each mowing. Edging shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, guy wires, or any other object or structure within or bordering the lawn areas.
 - Trimming shall be done by powered edging equipment. a.
 - b. Trimming shall be done around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system.
 - Turf around trees shall be mechanically or chemically edged at twelve inches (12") c. around tree trunk.
 - d. The Contractor shall avoid damaging tree trunks, shrubs, sprinkler heads, buildings, and other objects and structures during trimming operations. Any such damage shall be reported immediately to the District.
- 3. Weed Control Lawn areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers or pre-emergent sprays. The Contractor shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. If spraying is permitted, it shall be done only at times when there is no wind. The Contractor shall have all required permits and licenses for the possession and use of any insecticides, fungicides and herbicides. Any property damage resulting from the use of such chemicals shall be the responsibility of the Contractor. The Contractor shall control poison oak where necessary (not limited to identified sites).

e. Trees, Shrubs, and Ground Cover Care

The Contractor shall maintain all trees, shrubs, and ground cover on the sites covered by this agreement, in a healthy, growing condition by performing the following operations and other work incidental thereto:

- 1. Weed Control Tree, shrub, ground cover and paved areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers or pre-emergent sprays. The Contractor shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. If spraying is permitted, it shall be done only at times when there is no wind. The Contractor shall have all required permits and licenses for the possession and use of any insecticides, fungicides and herbicides. Any property damage resulting from the use of such chemicals shall be the responsibility of the Contractor. Weed control in non-landscaped areas shall be the District's responsibility.
- 2. Staking and Guying The Contractor shall maintain and replace stakes and guys with approved materials and maintain and replace plant ties to provide support without chafing of bark. Additional stakes or guys shall be placed to correct misshaping caused by wind.

- 3. Replacement of Plants and Trees The Contractor shall remove dead and damaged trees and plants, and if directed, replace the same with plants of equivalent size and variety, and trees of equivalent variety and size up to 15 gallons, after obtaining the approval of the District Supervisor for such replacement. The District shall provide replacement trees for those that have died or been damaged through no fault of the Contractor. The Contractor is responsible for providing labor and equipment to plant all replacement plants and trees under this contract.
- 4. Pruning and Minor Tree Care Contractor may provide an hourly rate for tree pruning and minor tree care in addition to the Bid Response Form. Pruning and minor tree care will only be conducted when requested by the District in writing.

f. Irrigation Systems

Contractor shall report promptly to the District Supervisor any damage to the irrigation systems.

g. Exotic Control

Quarterly, the Contractor shall treat and/or remove terrestrial Florida Exotic Pest Plant Council Category I invasive exotic plant species found in all areas managed under this contract. Terrestrial exotic vegetation shall be treated in an industry standard approach that is suitable for the particular vegetation and surroundings. Chemicals including systemic herbicides such as triclopyr (Garlon 4, Garlon3A) and glycosphate (Rodeo, Roundup Pro) may be used for exotic plant control. Any additional herbicides will be subject to approval by the District. Chemicals will be furnished by the Contractor as part of the base bid. Treatment of stumps after large trees are cut is required if trunk is not removed due to site specifications. When foliar treatments are utilized, a low-pressure sprayer will be used to minimize drift and non-target damage. No treatment of aquatic invasive vegetation is included in this contract.

3. OVERALL SPECIFICATIONS

a) General Maintenance and Clean-Up

- 1. The Contractor shall collect all trimmings, cuttings, rubbish, and debris at each site covered by this agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at the Contractor's expense. No trimmings, removed trees, cuttings, rubbish, or debris resulting from Contractor's performance under this agreement shall be deposited in the refuse cans or dumpsters placed at various locations in the areas covered by this agreement. If requested, Contractor shall provide verification of compliance.
- 2. The contractor shall keep all ground cover areas, all areas around shrubs, and trees, next to building, fences, tanks, sidewalks, paths, curbs, and gutters free from leaves, weeds, greases, rocks, glass, and other debris.
- 3. The contractor shall keep all cracks and seams in sidewalks, curbs, street gutters, and other paved areas free of weeds.
- 4. The contractor shall keep sidewalks and paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
- 5. Work sites shall be left orderly and neat upon completion of work for that particular day.

6. The contractor is responsible for all traffic control required as a result of this contract.

b) Equipment

The contractor shall furnish, maintain, and use sufficient modern and efficient equipment and tools to perform the work required under the provisions of this agreement. All equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened.

c) Frequency

All work shall be performed anytime Saturday or Sunday or during normal business hours (7:00 A.M. – 6:00 P.M.) Monday through Friday.

SPECIFICATIONS BY AREA 4.

There are 25 areas to be maintained. See the following pages for a summary of the work to be conducted at each area.

Area 1: Public Access Areas of the LRECD's Wastewater Treatment Facility

Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

Map: Figure 1, Area "A"

1. Lawns

- a. Mowing Lawns shall be mowed weekly during the period of May through September. Lawns shall be mowed every other week October through April.
- b. Edging Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall be every other week from April through September and monthly from October through March.

3. **Miscellaneous**

- a. Mulch replacement shall occur semi-annually during the months of October and April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.
- d. A complete check and adjustment of the irrigation system will take place once per month. All clocks will be checked and set at this time. All additional work including breaks and raising irrigation heads will be done only with a written approval.

4. **Special Conditions**

- a. Mowing, edging and blowing must be done before 8:00 A.M. or after 5:00 P.M. Monday through Friday or anytime on Saturday or Sunday.
- b. All turf and flowering plants will be treated with type specific granular fertilizer 4 times per year.

Area 2: Plant and Industrial Areas of the LRECD's Wastewater Treatment Facility

Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

Map: Figure 1, Area "B"

1. Lawns

- a. Mowing Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed every month October through March.
- b. Edging Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall coincide with the mowing schedule for this area.

3. **Miscellaneous**

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

a. None.

Area 3: Natural Areas of the LRECD's Wastewater Treatment Facility

Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

Map: Figure 1, Area "C"

Lawns 1.

- a. Mowing Lawns shall be mowed monthly during the first week of every month.
- b. Edging Edging is not required for this area.

Ground Cover and Shrubs 2.

- a. Weed Control Weed control is not required for this area.
- b. Pruning and Edging Pruning and edging is not required for this area.

Miscellaneous 3.

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall occur monthly during the first week of every month.

4. **Special Conditions**

Area 4: Busch Wildlife Areas of the LRECD's Wastewater Treatment Facility

Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

Map: Figure 1, Area "D"

1. Lawns

- a. Mowing Mowing is not required for this area.
- b. Edging Edging is not required for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weed control is not required for this area.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup is not required for this area.

4. **Special Conditions**

Area 5: LS 001 – Master Lift Station

Address: 850 Indiantown Rd. and Pennock Trace Dr., Jupiter, FL 33458

Map: Figure 2-A

1. Lawns

a. Mowing – Lawns shall be mowed weekly during the period of May through September. Lawns shall be mowed every other week October through April.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. **Miscellaneous**

- a. Mulch replacement shall occur semi-annually during the months of October and April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 6: LS 007

Address: 800 Maplewood Dr.

Map: Figure 2-B

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging – Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. Ground Cover and Shrubs

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur semi-annually during the months of October and April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. Special Conditions

Area 7: LS 050

Address: 4390 County Line Road at SE Bryant Drive

Map: Figure 2-C

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging – Edging is not required for this area.

Ground Cover and Shrubs 2.

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 8: LS 070

Address: Country Club Drive and 4960 Tequesta Drive

Map: Figure 2-D

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. **Miscellaneous**

- a. Mulch replacement shall occur annually during the month of November.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 9: LS 073

Address: 19439 Pinetree Drive

Map: Figure 2-E

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging – Edging is not required for this area.

2. Ground Cover and Shrubs

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. Special Conditions

Area 10: LS 075

Address: West Side, 163 Country Club Drive and Tequesta Drive

Map: Figure 2-F

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging – Edging is not required for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 11: LS 076 – Tequesta Country Club

Address: Corner, 151 Point Circle and River Circle

Map: Figure 2-G

1. Lawns

- a. Mowing Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.
- b. Edging Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 12: LS 077 – Tequesta Country Club

Address: Corner, Golfview Drive at 358 Fairway North

Map: Figure 2-H

1. Lawns

- a. Mowing Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.
- b. Edging Edging is not required for this area.

Ground Cover and Shrubs 2.

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 13: LS 078

Address: West Side of Pointe 1/3 mile south of Tequesta Drive at 18823 Rio Vista Drive

Map: Figure 2-I

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging – Edging is not required for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 14: LS 114

Address: 2600 Marcinski Road

Map: Figure 2-J

1. Lawns

a. Mowing – Lawns shall be mowed during the first week of every month.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weed control is not required for this area.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 15: LS 143

Address: 362 Seabrook Road and Dover Road

Map: Figure 2-K

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers shall be kept within designated areas. Invasive ground covers shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 16: LS 157

Address: 820 Jupiter Park Drive

Map: Figure 2-L

1. Lawns

a. Mowing - Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers shall be kept within designated areas. Invasive ground covers shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 17: LS 192

Address: 18012 Palm Pointe Drive

Map: Figure 2-M

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers shall be kept within designated areas. Invasive ground covers shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 18: LS 200

Address: 850 Frederick Smalls Road

Map: Figure 2-N

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers shall be kept within designated areas. Invasive ground covers shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 19: LS 203

Address: 1451 Toney Penna Drive

Map: Figure 2-O

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging – Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. Ground Cover and Shrubs

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers shall be kept within designated areas. Invasive ground covers shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. Special Conditions

Area 20: LS 249

Address: Waterford Drive

Map: Figure 2-P

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns shall be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers shall be kept within designated areas. Invasive ground covers shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 21: IQ 518

Address: 117 Barbados Drive

Map: Figure 2-Q

1. Lawns

a. Mowing – Lawns shall be mowed every other week during the period of April through September. Lawns will be mowed monthly during the period of October through March.

b. Edging - Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the first week of every month.

3. **Miscellaneous**

- a. Mulch replacement shall occur semi-annually during the months of October and April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 22: Cemetery ROW (Gravity Line near Cemetery)

Address: County Line Road

Map: Figure 2-R

1. Lawns

- a. Mowing Lawns shall be mowed during the first week of every month.
- b. Edging Edging is not required for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weeds control is not required for this area.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

Area 23: A1A ROW Area

Address: North Side of Alt A1A Bridge

Map: Figure 2-S

1. Lawns

a. Mowing – Lawns shall be mowed during the first week of every month.

b. Edging – Edging is not required for this area.

2. Ground Cover and Shrubs

- a. Weed Control Weeds control is not required for this area.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. Special Conditions

Area 24: River Center

Address: 805 US 1, Jupiter, FL 33477 (in Burt Reynolds Park)

Map: Figure 2-T

1. Lawns

a. Mowing – Lawns shall be mowed weekly during the period of May through September. Lawns shall be mowed every other week October through April.

b. Edging – Edging along sidewalks, roadways, fence lines, structures, and curbs shall coincide with the mowing schedule for this area.

2. Ground Cover and Shrubs

- a. Weed Control Weeds shall be controlled in ground cover beds on a monthly basis during the first week of every month. Herbicides will be used in a pre and post emergent weed control program to maintain areas in a weed free condition.
- b. Pruning and Edging Ground covers and shrubs shall be kept within designated areas. Invasive ground covers and/or shrubs shall be kept trimmed away from all concrete structures. Ground covers should be prevented from growing on fences, invading shrubs, or climbing trees. Pruning and edging of ground cover and/or shrubs shall occur the 1st week of every month.

3. Miscellaneous

- a. Mulch replacement shall occur annually during the month of April.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. Special Conditions

Mulch species to exclude cypress.

Area 25: Jupiter Farms Field

Address: 9278 Indiantown Road

Map: Figure 2-U

1. Lawns

a. Mowing – Lawns shall be mowed monthly during the first week of every month.

b. Edging – Edging is not required for this area.

2. **Ground Cover and Shrubs**

- a. Weed Control Weed control is not required for this area.
- b. Pruning and Edging Pruning and edging is not required for this area.

3. Miscellaneous

- a. Mulch replacement is not required for this area.
- b. Exotic control shall occur quarterly on a mutually agreed upon schedule.
- c. Debris cleanup shall coincide with the mowing schedule.

4. **Special Conditions**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

BID NO: #19-005 – LANDSCAPE SERVICES

BID RESPONSE

The Contractor agrees to execute an Agreement in strict accordance with the Contract Documents in the full amount of the contract price as follow:

Area	Task	Quantity	Unit Price	Total Price
1	Public Access Areas of the LRECD's Wastewater Treatment Facility			
	Mowing	37	\$	\$
	Edging	37	\$	\$
	Weed Control	37	\$	\$
	Pruning and Edging	18	\$	\$
	Mulch	2	\$	\$
	Exotic Control	4	\$	\$
	Debris Clean-up	37	\$	\$
	Fertilizer	4	\$	\$
	Irrigation	12	\$	\$
	Total Area 1			\$
2	Plant and Industrial Areas of the LRECD's Wastewater Treatment Facility			
	Mowing	18	\$	\$
	Edging	18	\$	\$
	Weed Control	12	\$	\$
	Pruning and Edging	18	\$	\$
	Mulch	1	\$	\$
	Exotic Control	4	\$	\$
	Debris Clean-up	18	\$	\$
	Total Area 2			\$

3	Natural Areas of the LRECD's Wastewa Treatment Facility	ter	
	Mowing	12	\$ \$
	Edging	0	\$ \$
	Weed Control	0	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 3		\$
4	Busch Wildlife Areas of the LRECD' Wastewater Treatment Facility	s	
	Mowing	0	\$ \$
	Edging	0	\$ \$
	Weed Control	0	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	0	\$ \$
	Total Area 4		\$
5	LS 001 – Master Lift Station		
	Mowing	37	\$ \$
	Edging	37	\$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	2	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	37	\$ \$
	Total Area 5		\$

	Mowing	18	\$ \$
	Edging	18	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	2	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 6		\$
7	LS 050		
	Mowing	18	\$ \$
	Edging	0	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 7		\$
8	LS 070		
	Mowing	18	\$ \$
	Edging	18	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 8		\$

	Mowing	18	\$ \$
	Edging	0	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 9		\$
10	LS 075		
	Mowing	18	\$ \$
	Edging	0	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 10		\$
11	LS 076		
	Mowing	18	\$ \$
	Edging	18	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 11		\$

	Mowing	18	\$ _\$
	Edging	0	\$ _\$
	Weed Control	12	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 12		\$
13	LS 078		
	Mowing	18	\$ \$
	Edging	0	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 13		\$
14	LS 114		
	Mowing	12	\$ \$
	Edging	12	\$ \$
	Weed Control	0	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ _\$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 14		\$

	Mowing	18	\$ \$
	Edging	18	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 15		\$
16	LS 157		
	Mowing	0	\$ \$
	Edging	0	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 16		\$
17	LS 192		
	Mowing	12	\$ \$
	Edging	12	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 17		\$

	Mowing	18	\$ \$
	Edging	18	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	2	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 18		\$
19	LS 203		
	Mowing	0	\$ \$
	Edging	0	\$
	Weed Control	12	\$
	Pruning and Edging	12	\$
	Mulch	1	\$
	Exotic Control	4	\$
	Debris Clean-up	12	\$
	Total Area 19		\$
20	LS 249		
	Mowing	12	\$ \$
	Edging	12	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$
	Total Area 20		\$

21 IQ 518

	Mowing	18	\$ \$
	Edging	18	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	2	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	18	\$ \$
	Total Area 21		\$
22	Cemetery ROW (Gravity Line near Cemetery)		
	Mowing	12	\$ \$
	Edging	0	\$ \$
	Weed Control	0	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 22		\$
23	A1A ROW		
	Mowing	12	\$ \$
	Edging	0	\$ \$
	Weed Control	0	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 23		\$

24 River Center

	Mowing	37	\$ \$
	Edging	37	\$ \$
	Weed Control	12	\$ \$
	Pruning and Edging	12	\$ \$
	Mulch	1	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	37	\$ \$
	Total Area 24		\$
25	Jupiter Farms Field		
	Mowing	12	\$ \$
	Edging	0	\$ \$
	Weed Control	0	\$ \$
	Pruning and Edging	0	\$ \$
	Mulch	0	\$ \$
	Exotic Control	4	\$ \$
	Debris Clean-up	12	\$ \$
	Total Area 25		\$
	Total Bid		\$

TOTAL BID PRICE IN WORDS:
BIDDER'S FIRM NAME:
BIDDER'S SIGNATURE: (Failure to sign by a duly authorized representative shall result in rejection of this bid)
By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the LRECD's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the LRECD in official amendments prior to this date of submittal.
FIRM ADDRESS:
FIRM TELEPHONE NUMBER:
FIRM E-MAIL ADDRESS:
APPLICABLE LICENSE(S):
FIRM FEDERAL ID #:

DRUG-FREE WORKPLACE CERTIFICATION for BID #19-006-LANDSCAPE SERVICES

IDENTICAL TIE BIDS/PROPOSALS - In accordance with F.S 287.087, a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of F.S. 287.087. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with LRECD's Procurement Policy pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Loxahatchee River Environmental Control District for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of (2) maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- **(4)** In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of F.S. 893, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program for any convicted employee.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation F.S. 287.087.

THIS CERTIFICATION is submitted by					_ (the
Individual's Name)					
of	f				
(Title/Position with Company/Vendor)	(Name	of	Company/Vendor)	who	does
hereby certify that said Company/Vendor has implem	nented a drug-	free	workplace program v	which	meets
the requirements of F.S. 287 087, which are identified	l in numbers (1) th	rough (6) above		

SWORN STATEMENT ON PUBLIC ENTITY CRIMES **SECTION 287.133, FLORIDA STATUTES**

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

This sworn statement is submitted to Loxahatchee River Environmental Control District

1.

Prir	t individuals name and title
or	t name of entity submitting sworn statement
Prir	t name of entity submitting sworn statement
Bus	iness address:

T n statement:

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), 3. Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposes or applies to propose on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. You must indicate which statement applies. Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order) I understand that "judgment" as defined in paragraph 55.01, Florida State Statutes, means
- 7. I understand that "judgment" as defined in paragraph 55.01, Florida State Statutes, means any sum of money that was awarded by judgment against any person(s) or entity under the control of any natural person who is active in the management of the entity.

Has your entity or person(s) in management had judgment	entered against it?
No	
Yes (If yes, provide a copy of the judgment)	

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)	
Sworn to and subscribed before me thisday of	, 2019
Personally known or produced identification (circle one)	
Notary Public – State of	
County of	
My commission expires	<u> </u>
(Notary Public Signature)	(stamp)
Commissioned name of Notary Public	

Area Maps













































